

INTERLOCAL AGREEMENT
BETWEEN
CITY OF EDMONDS
AND
SNOHOMISH CONSERVATION DISTRICT

January 1, 2011 – December 31, 2015

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Edmonds (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, for over 60 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its Long Range Plan; and

WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

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WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, the revenue from special assessments imposed by Snohomish County (County) pursuant to RCW 89.08.400 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.
- C. This Agreement shall be implemented through an annual scope of work as provided in Articles IV and V.

II. DURATION OF AGREEMENT

- A. This Agreement shall commence January 1, 2011, and terminate December 31, 2015, unless otherwise modified or terminated in accordance with the terms of this Agreement.
- B. The activities described in Appendix 1, scope and budget, negotiated by January 1 of each year, shall be eligible for funding under this Agreement.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be from the City. The District and City shall endeavor to seek and obtain, whenever possible, grants and other external funding sources to support the projects included in the programs.

IV. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City. The first annual scope of work and budget is set out in Appendix 1-2010, attached hereto and incorporated herein by this reference, which shall take effect on January 1, 2011. Subsequent annual scope of work and budget will be attached to this Agreement labeled as Appendix 1-2011 (or subsequent year).

B. Future Scope of Work

On or before January 1 of each year, the District will submit to the City, through the Public Works Director, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed to be undertaken by the District with funds obtained from the City in the succeeding year. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

C. Program Reporting

On or before January 31 of each year, the District shall prepare and submit to the City, through the Public Works Director, an annual report which shall summarize the work performed and expenditures incurred during the preceding year for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

V. RESPONSIBILITIES OF THE CITY

A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, and modification of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

B. Payment of Billing Requests

The City shall provide quick payment of billing requests submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Changes in Approved Projects or Program Activities

The City, through the Public Works Director, must approve the removal of projects of program activities or adding new ones for scope of work.

B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

IX. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

X. GENERAL PROVISIONS

A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 121 5th Avenue North; Edmonds, WA 98020. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Manager, 528 – 91st Ave. NE. Lake Stevens, WA 98258.

B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

C. Indemnification

The District agrees to protect, defend and hold harmless the City, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any negligent actions, errors or omissions of the District, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the City.

The City agrees to protect, defend and hold harmless the District, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any negligent actions, errors or omissions of the City, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the District.

The parties specifically promises to indemnify the other party against claims or suits brought under Title 51 RCW by its agent, employees, representatives or subcontractors and waives any immunity that each may have under that title with respect to, but only to, the other party and this indemnification provision.

D. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the City.

E. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

F. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XI. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor or, alternatively, to be listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 14th day of December, 2010

By: Mark Craven

Mark Craven, Chair
Snohomish Conservation District

CITY OF EDMONDS

Accepted and executed this 19th day of NOVEMBER, 2010

By: Mike Cooper

Mayor Mike Cooper

ATTEST/AUTHENTICATED:

Sandra S. Chase

Sandra S. Chase, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

W. Scott Snyder

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